

## REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (“**Agreement**”) is executed as of the \_\_\_ day of \_\_\_\_\_, 2021 (the “**Agreement Date**”), by **BRAUN PROPERTY DEVELOPMENT, LLC** (“**Seller**”), and **THE TOWN OF WHITESTOWN, INDIANA** (“**Buyer**”), who acknowledge that the following facts are true:

A. Seller is the owner in fee simple of certain property identified by the Boone County Assessor’s Office as tax parcel number 06-07-13-000-004.000-019 and containing approximately 7.36 acres between County Road 500E and County Road 575E in the Town of Whitestown (the “**Real Estate**”) and all improvements, permanently affixed or temporarily attached thereto (the “**Improvements**”) all of which is located in Boone County, Indiana and which Real Estate is generally depicted in the attached Exhibit A, which is incorporated herein by reference (the Real Estate and Improvements are herein collectively referred to as the “**Property**”); and

B. Buyer desires to purchase, and Seller desires to sell the Property, subject to the terms contained within this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, Seller and Buyer agree as follows:

1. Purchase and Sale. Seller agrees to sell, and Buyer agrees to purchase the Property for the price and subject to the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price for the Property (the “**Purchase Price**”) shall be One Hundred Ninety Five Thousand Dollars (\$195,000).

3. Payment of Purchase Price. The Purchase Price shall be paid to Seller as follows:

a. Within five (5) business days of execution of this agreement by both Buyer and Seller, Buyer shall deposit with Meridian Title Corporation (“**Escrow Agent**”), an earnest money deposit in the amount of Five Hundred Dollars (\$500) (the “**Deposit**”). The Deposit shall be invested by Escrow Agent as directed by Buyer, and the Deposit together with any interest on the Deposit shall be applied to the Purchase Price and Closing (as defined in Paragraph 10 below), or if the Closing does not occur, credited to the party to receive the Deposit pursuant to the terms hereof.

b. The remainder of the Purchase Price, plus or minus any prorations and adjustments made pursuant to this Agreement, shall be paid by Buyer in cash, certified check, wire transfer or other immediately available funds at the Closing.

4. Conditions. The Buyer's obligations under this Agreement are subject to the satisfaction (or waiver in writing by Buyer) of the conditions in this Paragraph 4 within sixty (60) days after the Agreement Date (the “**Satisfaction Date**”). At any time after the Agreement

Date, Buyer and its agents shall have the right to (and Seller hereby grants permission to Buyer to) enter upon the Property and make all engineering, environmental and other tests and inspections deemed necessary by Buyer to satisfy Buyer as to the condition of the Property. Buyer will not do any invasive, cutting, blasting or drilling tests without first getting the written consent of Seller. All such tests shall be at Buyer's cost, expense and risk, and Seller shall not be responsible to Buyer for Buyer's acts in conducting such inspections or testing. Buyer shall pay the cost of repairing any damage to any of the Property resulting from Buyer's or Buyer's agents' acts or omissions with respect to its tests and inspections and shall indemnify Seller and hold Seller harmless from all losses, injuries, claims, liabilities and damages resulting from Buyer's or Buyer's agents' acts or omissions with respect to such testing and inspection of the Property, with the provisions of this sentence to survive Closing and any termination of this Agreement. In the event the following conditions are not satisfied by the Satisfaction Date or if Buyer is unsatisfied with the Property, as determined by Buyer in its sole and absolute discretion, Buyer may, within five (5) days after the Satisfaction Date, give Seller written notice that one or more of such conditions have not been satisfied and either (i) waive any unsatisfied condition and proceed to Closing of the purchase and sale; or (ii) that Buyer will not complete the purchase and sale, in which case the entire Deposit, together with any accumulated interest, shall be immediately returned to Buyer and neither party shall have any further obligation hereunder except for those which survive as provided herein.

- a. Status of Title. Buyer shall have received the Title Commitment and Survey, as each is hereinafter defined, in the condition and as required under Paragraphs 5 and 6 of this Agreement.
- b. Access. Buyer shall have determined that the Property has free, unrestricted and direct legal rights of access and ingress and egress at such locations as is deemed necessary or desirable by Buyer.
- c. Tests and Inspections. Buyer shall have completed any and all tests and inspections which it deems necessary and appropriate with respect to the structural integrity of the Improvements, quality of the Improvements, and operational status of all fixtures, systems and apparatus in, on or about the Improvements, soil conditions, environmental compliance and such other tests and inspections as Buyer determines are necessary or appropriate.
- d. Restrictions on Use. There are no federal, state or local laws, ordinances, rules, regulations, codes or orders and no covenants or restrictions affecting or running with the Property which would, in Buyer's sole judgment, prohibit, prevent, delay, interfere with or make infeasible Buyer's intended use of the Property.
- e. Claims. Buyer shall have determined that there are no claims, demands, actions or proceedings pending or threatened against Seller or the Property before any court or governmental authority, body or agency (including, without limitation, condemnation or eminent domain proceedings) which would prevent, prohibit, delay, interfere with or make infeasible Buyer's intended use of the Property.

- f. Environmental Condition. Buyer shall have determined that (a) the Property is not contaminated with any toxic waste or hazardous substance; (b) the Property contains no asbestos or PCP's; (c) the Property does not appear on any state or federal CERCLA (Comprehensive Environment Responsibility Compensation and Liability Act or Superfund) list; (d) the Property contains no underground storage tanks; and (e) the Property is not located in any area of special flood hazard, as designated by the United States Department of Housing and Urban Development or the Federal Emergency Management Agency, or in any flood plain, floodway or other flood control district designated by any federal, state or local governmental municipal, public or other authority, body or agency.
  - g. Improvements. Buyer shall have determined that all Improvements on the Property are located entirely within the bounds thereof, and that there are no encroachments upon the Property by improvements or appurtenances on property adjoining the Property; and Buyer shall have determined that there are no existing violations of zoning ordinances or other laws, ordinances, restrictions or covenants applicable to the Property.
  - h. Appraisal. Buyer shall have determined that the Purchase Price shall not exceed the average of the values of the Property set forth in at least two (2) appraisals prepared in accordance with applicable Indiana law and which appraisals shall otherwise be acceptable to Buyer.
  - i. Feasibility. Buyer's determination that Buyer's intended use of the Property is feasible in all respects.
5. Title.
- a. Promptly following the execution of the Agreement, Seller, at its expense, shall obtain a commitment for an owner's policy of title insurance (the "**Title Commitment**") issued by Meridian Title Corporation ("**Title Insurer**") in a form acceptable to Buyer, in which the Title Insurer shall agree to insure, for the full amount of the Purchase Price, merchantable title to the Property in the name of Buyer, free from the Schedule B standard printed exceptions and all other exceptions after delivery of the deed required in Paragraph 12 hereof to Buyer from Seller. The Title Insurer shall issue any title endorsements requested by Buyer. Such Title Commitment shall have attached thereto complete, legible copies of all instruments noted as exceptions therein. The Title Commitment shall be updated prior to the Closing to reflect the state of the title not more than ten (10) days prior to the Closing. Buyer and Seller shall split any and all costs and expenses related to the title insurance, including all search fees, closing fees and the premium for the policy issued pursuant to the Title Commitment and any endorsements thereto.

- b. If (1) the Title Commitment reflects any exceptions to title that are not acceptable to Buyer in Buyer's sole discretion, or (2) the Survey delivered to Buyer pursuant to Paragraph 6 below discloses any state of fact not acceptable to Buyer in Buyer's sole and absolute discretion, or (3) at any time prior to the Closing, title to the Property is encumbered by any exception to title not acceptable to Buyer in Buyer's sole discretion (any such exception or unacceptable state of fact being referred to herein as a "Title Defect"), then Buyer shall, within thirty (30) days following receipt of the Title Commitment or discovery of the Title Defect, as the case may be, give Seller written notice of such Title Defect. Seller shall, within thirty (30) days after receipt of such notice, use its reasonable efforts to remove such Title Defect or obtain affirmative title insurance coverage insuring and defending against any loss, cost or expense arising out of or related to such Title Defect ("Affirmative Coverage"). On or before the Closing, Seller shall provide Buyer with reasonable evidence of such removal or provide reasonable evidence that such Title Defect will be removed or that such Affirmative Coverage shall be obtained. Notwithstanding anything contained herein to the contrary, Seller shall be obligated to expend whatever sums are required to cure or obtain Affirmative Coverage for the following Title Defects prior to, or at, the Closing:
- i) All mortgages, security deeds or other security instruments encumbering the Property;
  - ii) All past due ad valorem taxes and assessments of any kind, whether or not of record, which constitute, or may constitute, a lien against the Property; and
  - iii) Judgments against the Seller (which do not result from acts or omissions on the part of Buyer) which have attached to and become a lien against the Property.
- c. Seller shall have the right, at its sole election, to extend the Closing Date (as defined in paragraph 10 hereof), for a period not to exceed five (5) days in order to cure or obtain Affirmative Coverage for any Title Defect. In the event Seller is unable to cure or obtain Affirmative Coverage for any Title Defect within such period, Buyer shall have the option to (i) waive any Title Defect and proceed to Closing or (ii) terminate this Agreement and receive a full refund of the Deposit, in accordance with Paragraph 4 above, in which case neither party shall have any further obligation hereunder.

6. Survey. Seller shall furnish to Buyer within three (3) days after the date of execution of this Agreement, Seller's most recent survey of the Property described by Buyer. Buyer, at its expense, may obtain and updated legal description and/or a staked boundary survey of the Property (the "**Survey**") prepared by a registered land surveyor satisfactory to Buyer, and conforming to the minimum standards for an American Land Title Survey certified to Buyer and

Title Insurer, and showing no matters which would adversely affect Buyer's interest or intended use of the Property.

7. Property Information. Seller shall provide to Buyer, or make available at a mutually agreed location to Buyer or its counsel, within five (5) days after the date of execution of this Agreement, full and complete copies to the extent they are in Seller's possession of any and all (a) plats and other drawings of the Property; (b) any contracts, leases, or other agreements applicable or relating to the Property; (c) any engineering plans for the Property; (d) reports or notices from any governmental body relating to all or any part of the Property; (e) inspection reports, letters, test results, advisories and other similar documents relating to the existence or nonexistence of hazardous substances and/or underground storage tanks (including any Phase 1 or Phase 2 Environmental Site Assessment) related to or affecting the Property; (f) soil and geological tests and reports for the Property; (g) plans for improvements to the Property; (h) governmental, quasi-governmental or utility approvals or permits for the Property; (i) any covenants, commitments, and restrictions applicable to the Property; (j) drainage and grading information and materials for the Property; (k) soil and flood control conditions, information and materials for the Property; (l) information pertaining to wetlands for the Property; (m) permits of any kind associated with the Property; (n) complete information about any commitment, or fees, charges or obligations which remain unpaid or unperformed in connection with the Property; (o) any engineering plans, construction plans, plats, and all other governmental approvals; (p) all other writings or information in Seller's possession or control pertaining to the Property or the development thereof (collectively, the "Reports"). Copies of any Reports not in Seller's possession or control upon the execution of this Agreement or not yet obtained but which are obtained or come into Seller's possession or control prior to Closing shall be delivered to Buyer within three (3) business days thereafter, but in no event later than five (5) days prior to Closing. If Seller does not possess an item referenced above, Seller shall reasonably cooperate with Buyer to obtain such information at Buyer's sole cost and expense.

8. Termination, Default and Remedies.

(a) If Buyer has not previously terminated this Agreement and fails or refuses to consummate the purchase of the Property pursuant to this Agreement at the Closing for any reason other than a Seller default, then Seller, as Seller's sole and exclusive remedy, shall have the right to terminate this Agreement by giving written notice thereof to Buyer, whereupon neither party hereto shall have any further rights or obligations hereunder, and Title Company shall deliver the Deposit to Seller, which shall constitute liquidated damages hereunder, free of any claims by Buyer or any other person with respect thereto. It is agreed that the Deposit to which Seller may be entitled hereunder is a reasonable forecast of just compensation for the harm that would be caused by Buyer's breach, that the harm that would be caused by such breach is one that is incapable or very difficult of accurate estimation, and that payment of the Deposit to Seller upon such breach shall constitute full satisfaction of Buyer's obligations hereunder.

(b) If Seller fails or refuses to consummate the sale of the Property pursuant to this Agreement at the Closing, then Buyer shall have the right, as Buyer's sole and exclusive remedies, to either (i) enforce specific performance of Seller's obligations under this Agreement;

or (ii) terminate this Agreement by giving written notice thereof to Seller prior to or at the Closing, whereupon neither party hereto shall have any further right or obligation to the other party except as set forth herein. If this Agreement is terminated pursuant to this provision then upon receipt of written notice thereof, the Title Company shall deliver the Deposit to Buyer free of any claims by Seller or any other person with respect thereto.

(c) In the event either Seller or Buyer becomes entitled to the Deposit upon cancellation of this Agreement in accordance with its terms, Buyer and Seller covenant and agree to deliver promptly a letter of instruction to the Title Company directing disbursement of the Deposit to the party entitled thereto. In the event either party hereto fails or refuses to sign or deliver such an instruction letter when the other party is entitled to disbursement of the Deposit such party shall pay all reasonable attorneys' fees incurred by the party so entitled to the Deposit in connection with the recovery thereof.

9. Taxes and Assessments. Buyer will assume and agree to pay (a) all assessments for municipal improvements becoming a lien against the Property after the Closing and (b) so much of the real estate taxes and assessments assessed against the Property for and becoming a lien during the calendar year in which such closing occurs as shall be allocable to Buyer for the period on and after the Closing, and Seller shall pay the balance of such taxes, using, for Closing purposes, the tax rate and valuation assessment existing at the Closing Date if the applicable tax rate or assessment has not then been determined; provided, however, that both installments of real estate taxes payable during the calendar year in which Closing occurs shall be paid by Seller. Any taxes and assessments not assumed by Buyer and not due and payable at the time of closing shall be allowed to Buyer as a credit against the cash payment required on Closing, and Seller shall not be further liable for such taxes.

10. Brokerage. Each of the parties hereto covenants that it has not employed any broker, finder, or agent, pursuant to any agreement whereby the other of such parties is or will be obligated to pay any broker's commission for bringing the parties together or bringing about this Agreement or the transaction contemplated herein. Seller and Buyer each agree to and do hereby indemnify each other and hold each other harmless against all claims, damages, costs or expenses of or for any other such fees or commissions resulting from a breach of their respective representations and warranties contained in this Section. The indemnifying party agrees to pay all costs of defending any action or lawsuit brought in connection with such a breach by the indemnifying party, including reasonable attorney's fees.

11. Insurance and Risk of Loss. Insurance on the Property shall be cancelled as of the Closing. In the event that, prior to Closing, all or any portions of the Property, any interests therein, or any rights appurtenant thereto are damaged or destroyed by fire or other casualty or taken or appropriated (either permanently or for temporary periods) under the power of eminent domain or condemnation by any authority having such power, or by virtue of any actions or proceedings in lieu thereof, or if any notice or threat of such taking or appropriation has been given or is pending at the Closing, then Buyer, at its option, may either (a) cancel this Agreement by written notice to Seller, in which event Escrow Agent shall immediately refund the Deposit together with all accrued interest to Buyer and neither party shall have any further obligation

hereunder, or (b) elect to proceed with Closing, in which event the Purchase Price shall be reduced by an amount equal to any sums previously paid or then payable to Seller by (i) Seller's insurance carrier, as a result of such casualty, and further reduced by the amount of the deductible feature of Seller's insurance policy, or (ii) the condemning authority by reason of such taking, appropriation or action or proceeding in lieu thereof, and Seller shall transfer and assign to Buyer at Closing any and all further claims, demands, actions and choses in action which may exist by virtue of such casualty, taking, appropriation or action or proceeding in lieu thereof. In any such event, until the earlier of (i) Closing or (ii) termination of this Agreement, Seller shall not make any voluntary settlement or agreement regarding any casualty, taking, appropriation or action or proceeding in lieu thereof with any insurance carrier or condemning authority without first obtaining Buyer's written consent to such settlement or agreement.

12. Closing. The closing of the purchase and sale of the Property (the "**Closing**") shall occur at the Whitestown Municipal Complex, 6210 Veterans Drive, Whitestown, Indiana 46075, or another location selected by both Seller and Buyer on or before the date that is ten (10) days following the Satisfaction Date (the "**Closing Date**"), unless Buyer and Seller shall agree upon a later date for the Closing.

13. Closing Documents.

a. At the Closing, Seller shall execute and deliver to Buyer:

- a. a general warranty deed in the form of Exhibit B, attached hereto,
- b. a Vendor's Affidavit in a form satisfactory to the Buyer and the Title Insurer,
- c. a Certification of Non-Foreign Status pursuant to Section 1445(b)(2) of the Internal Revenue Code in a form satisfactory to Buyer,
- d. an affidavit that complies with the Indiana Responsible Transfer Law (Ind. Code § 12-7-22.5) as amended,
- e. such other instruments, certificates or affidavits as may be provided herein or as Buyer or Title Insurer may reasonably request to effect the intention of the parties hereunder

b. At the Closing, Buyer shall execute and deliver to Seller:

1. Seller's closing statement, and
2. such other instruments, certificates or affidavits as may be provided herein or as Seller or Title Insurer may reasonably request to effect the intention of the parties hereunder.

In addition, prior to or at Closing, the parties anticipate providing for a mutually agreement utility easement crossing the Property.

14. Possession. Possession of the Property shall be delivered to Buyer on the Closing Date in the same condition as it is now, free and clear of the claims of any other party.

15. Rights and Obligations. The rights and obligations of Seller and Buyer herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective personal representatives, heirs, successors and assigns.

16. Notices. All notices required or permitted to be given hereunder shall be in writing and delivered either in person or by certified or registered first-class prepaid mail, return receipt requested, to Seller or Buyer at their respective addresses set forth below, or at such other address, notice of which may have been given to the other party in accordance with this paragraph 14.

Seller: Braun Property Development, LLC

\_\_\_\_\_

Attn: \_\_\_\_\_

Buyer: The Town of Whitestown, Indiana  
Whitestown Municipal Complex  
6210 Veterans Drive  
Whitestown, Indiana 46075  
Attn: Parks Director

Any notice given in accordance with this paragraph shall be deemed to have been duly given or delivered on the date the same is personally delivered to the recipient or received by the recipient as evidenced by the return receipt.

17. Representations and Warranties. (a) Seller hereby represents and warrants that:
- a. Seller has authority to enter into and consummate the transaction contemplated by this Agreement.
  - b. To Seller's knowledge, there is no litigation or proceeding pending or threatened against or relating to the Property, nor does Seller know of or have reasonable grounds to know of any basis for any such action or claim.
  - c. Any amounts due for any of the Improvements for the Property made by Seller or contractors engaged by Seller either have been or will have been paid by Seller at or prior to Closing.
  - d. To Seller's knowledge: (i) the Property is not in any way contaminated with any toxic waste or hazardous substance; (ii) the Property contains no asbestos or



PCP's; (iii) the Property does not appear on any state or federal CERCLA (Comprehensive Environment Responsibility Compensation and Liability Act or Superfund) list; (iv) the Property contains no underground storage tanks; (v) neither Seller nor any of Seller's employees, agents, licensees or invitees have placed or permitted the placement of any hazardous substances in, on or over the Property; (vi) the Property is not located in any area of special flood hazard, as designated by the United States Department of Housing and Urban Development or the Federal Emergency Management Agency, or in any flood plain, floodway or other flood control district designated by any federal, state or local governmental municipal, public or other authority, body or agency; (vii) the Property has not been used as a plant or site where hazardous substances are subjected to treatment, storage, disposal or recovery; (viii) the Property is not subject to any federal, state or local "Superfund" lien, proceedings, claim, liability or action, or the threat or likelihood thereof, for the clean-up, removal or remediation of any such hazardous substance from the Property.

The terms "hazardous substance," "release," and "removal" as used herein shall have the same meaning and definition as set forth in paragraphs (14), (22), and (23), respectively, of Title 42 U.S.C. §9601 and I.C. 13-7-8.7-1; provided, however, that the term "hazardous substance" as used herein shall also include "hazardous waste" as defined in paragraph (5) of 42 U.S.C. §6903 and "petroleum" as defined in paragraph (8) of 42 U.S.C. §6991. The term "underground storage tank" as used herein shall have the same meaning and definition as set forth in paragraph (1) of 42 U.S.C. §6991.

(b) Buyer hereby makes the following representations and warranties to Seller:

(i) Buyer has full power and authority to enter into and consummate the transaction contemplated hereunder and such transaction has been duly authorized by all necessary action by Buyer.

(ii) The entering into and consummation of the transaction contemplated hereunder will not result in any default under or violation of any of the terms or provisions of any contract, lease or any agreement to which Buyer is a party or by which Buyer may be bound or of any law, rule, license, regulation, judgment, order or decree governing or affecting Buyer.

18. Survival of Representations, Warranties and Covenants. Each of the obligations, covenants, representations and warranties of the parties hereto set forth in this Agreement shall be deemed to be have been given as of the date hereof and as of Closing and survive the Closing and shall not be merged in the deed or other instruments of conveyance.

19. Assignment. Buyer may assign this Agreement and all of its interests herein to an entity owned, controlled or affiliated by/with Buyer without the consent of Seller. Upon such assignment or nomination, the assignee or nominee shall have and be subject to all the rights,

benefits, duties and obligations of Buyer hereunder and Buyer shall guarantee that assignee or nominee shall fulfill all obligations of Buyer.

20. Complete Agreement. This Agreement represents the entire agreement between Seller and Buyer covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties. No change or addition shall be made to this Agreement except by a written agreement executed by Seller and Buyer.

21. Authorized Signatories. The persons executing this Agreement for and on behalf of Buyer and Seller each represent that they have the requisite authority to bind the entities on whose behalf they are signing.

22. Partial Invalidity. If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

23. Attorneys' Fees. In the event that either party shall bring an action or legal proceeding for an alleged breach of any provision of this Agreement or any representation, warranty, covenant or agreement herein set forth, or to enforce, protect, determine or establish any term, covenant or provision of this Agreement or the rights hereunder of either party, the prevailing party shall be entitled to recover from the non-prevailing party, as a part of such action or proceedings, or in a separate action brought for that purpose, reasonable attorneys' fees and costs, expert witness fees and court costs as may be fixed by the court or jury.

24. Municipality Procedures. Notwithstanding anything in this Agreement to the contrary, the parties understand and acknowledge that Buyer is an Indiana governmental entity and is accordingly limited and bound by various procedural and substantive restrictions and requirements under applicable laws, ordinances, resolutions, rules, and regulations, which govern the purchase of the Property and supersede any terms, agreements, or understandings inconsistent therewith. In the event of any default by Buyer under this Agreement following notice of such default and a reasonable opportunity to cure, Seller may terminate this Agreement and seek recovery of its actual damages not to exceed the Buyer's Deposit. Seller shall have no further rights or remedies in the event of a default by Buyer hereunder except as provided herein.

25. Governing Law; Construction.

- a. This Agreement shall be interpreted and enforced according to the laws of the State of Indiana without regard to its conflicts of laws principles.
- b. All headings and sections of this Agreement are inserted for convenience only and do not form part of this Agreement or limit, expand or otherwise alter the meaning of any provisions hereof.

- c. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.
- d. The provisions of this Agreement are intended to be for the sole benefit of the parties hereto and their respective successors and assigns, and none of the provisions of this Agreement are intended to be, nor shall they be construed to be, for the benefit of any third party.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

[Signature Page Follows]

“SELLER”

**BRAUN PROPERTY DEVELOPMENT, LLC**

By: \_\_\_\_\_

Printed: Adam Braun, President

Address: 8099 Hunt Club Road  
Zionsville, IN 46077

“BUYER”

**TOWN OF WHITESTOWN, INDIANA,**  
An Indiana municipal corporation

By: \_\_\_\_\_  
Savannah Solgere, Parks Director

Address: Whitestown Municipal Complex  
6210 Veterans Drive  
Whitestown, Indiana 46075

List of Exhibits:

- Exhibit A: Description of Real Estate
- Exhibit B: Form of Warranty Deed

4164588

**EXHIBIT A**  
**Depiction of Real Estate**



**EXHIBIT B**  
**Form of General Warranty Deed**

**GENERAL WARRANTY DEED**

THIS INDENTURE WITNESSETH, That **BRAUN PROPERTY DEVELOPMENT, LLC ("Grantor")**, CONVEYS and WARRANTS to the **TOWN OF WHITESTOWN, INDIANA**, an Indiana municipal corporation ("Grantee"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, certain real estate located in Boone County, Indiana, as more specifically described on Exhibit A attached hereto and incorporated herein (the "**Real Estate**").

This conveyance is subject to:

1. The lien of nondelinquent real estate taxes, general and special assessments and all other governmental, municipal and public dues, charges and impositions; and
2. All easements, covenants, agreements and restrictions of record described on Exhibit B attached hereto.

IN WITNESS WHEREOF, Grantor has caused this General Warranty Deed to be executed this \_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
[Grantor]

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for the State of Indiana, personally appeared [Grantor], who acknowledged the execution of the foregoing General Warranty Deed as his voluntary act and deed. WITNESS my hand and Notarial Seal this \_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Signature

My Commission Expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Stephen C. Unger

This instrument was prepared by and after recording return to Stephen C. Unger, Bose McKinney & Evans LLP, 111 Monument Circle, Suite 2700, Indianapolis, IN 46204

Send tax bills to: Whitestown Municipal Complex, 6210 Veterans Drive, Whitestown, Indiana 46075 [Note: Tax Exempt Entity]